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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CONSIST SOFTWARE SOLUTIONS,
INC. f/k/a CONSIST INTERNATIONAL,
INC.,

Plaintiff,

-against-

SOFTWARE AG, INC. and SOFTWARE
AG,

Defendants;

SOFTWARE AG, INC.,

Counter-Plaintiff

-against-

CONSIST SOFTWARE SOLUTIONS,
INC. f/k/a CONSIST INTERNATIONAL,
INC.

Counter-Defendant

Case No. 07-7047 (CM)(FM)

DEFENDANTS SOFTWARE AG, INC. AND
SOFTWARE AG'S NOTICE OF MOTION FOR
RECONSIDERATION OF SEPTEMBER 26, 2007
SCHEDULING ORDER

Defendants Software AG, Inc. ("SAGA") and Software AG ("SAG") (collectively "SOFTWARE AG") move for reconsideration of the Court's Scheduling Order dated September 26, 2007 (the "Order") construing the agreement between SAGA and Consist Software Solutions, Inc. ("Consist") as ambiguous. In its decision of September 27, 2007 this court misapprehended the law of New York state to allow parol evidence (i) to vary provisions

incorporated by law into contract and (ii) create an ambiguity in a written contract. SOFTWARE AG respectfully requests that the Court reconsider its decision, and construe the Agreement as unambiguous in light of New York law incorporated into the Agreement, without reference to extrinsic evidence.

Dated: New York, New York
October 2, 2007

BAKER & MCKENZIE LLP

By: /s James David Jacobs
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